

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

WENDY HEALEY,

Plaintiff,

v.

TRANS UNION LLC; EXPERIAN
INFORMATION SOLUTIONS, INC. and
DEBT RECOVERY SOLUTIONS, LLC,

Defendants.

NO. CV 09-956-JLR

**DEFENDANT EXPERIAN
INFORMATION SOLUTIONS,
INC.'S ANSWER TO PLAINTIFF
WENDY HEALEY'S COMPLAINT**

ANSWER AND AFFIRMATIVE DEFENSES

NOW COMES Defendant Experian Information Solutions, Inc. ("Experian"), by its undersigned counsel, and in answer to the Complaint of Plaintiff Wendy Healey ("Plaintiff"), states as follows:

JURISDICTION

1. In response to paragraph 1 of the Complaint, Experian admits that Plaintiff has alleged jurisdiction pursuant to 28 U.S.C. §§ 1331, 1332 and 15 U.S.C. §§ 1681(p), 1692k(d). This is a legal conclusion that is not subject to denial or admission.

2. In response to Paragraph 2 of the Complaint, Experian admits that Plaintiff has alleged violations of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681 et seq. as to Experian. This is a legal conclusion that is not subject to denial or admission. As to the

EXPERIAN INFORMATION SOLUTIONS, INC.'S
ANSWER TO PLAINTIFF'S COMPLAINT - 1
Case No. (CV 09-956-JLR)

Seattle-3555993.1 0099999-00001

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1 allegations in Paragraph 2 of the Complaint that relate to the other defendants, Experian does not
2 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
3 on that basis, denies each and every allegation contained therein.

4 3. In response to Paragraph 3 of the Complaint, Experian admits that Plaintiff has
5 alleged that venue is proper in this district. This is a legal conclusion that is not subject to denial
6 or admission.

7 **IDENTIFICATION OF THE PARTIES**

8 4. In response to Paragraph 4 of the Complaint, Experian states that it does not have
9 knowledge or information sufficient to form a belief as to the truth of these allegations and, on
10 that basis, denies each and every allegation contained therein.

11 5. In response to Paragraph 5 of the Complaint, Experian admits that it is a
12 consumer reporting agency within the meaning of the Fair Credit Reporting Act ("FCRA"), 15
13 U.S.C. §§ 1681, et seq. Except as specifically admitted and as to the allegations that relate to the
14 other defendants, Experian does not have knowledge or information sufficient to form a belief as
15 to the truth of these allegations and, on that basis, denies each and every allegation contained
16 therein.

17 6. In response to Paragraph 6 of the Complaint, Experian states that it does not have
18 knowledge or information sufficient to form a belief as to the truth of these allegations and, on
19 that basis, denies each and every allegation contained therein.

20 **FACTUAL ALLEGATIONS**

21 7. In response to Paragraph 7 of the Complaint, Experian states that it does not have
22 knowledge or information sufficient to form a belief as to the truth of these allegations and, on
23 that basis, denies each and every allegation contained therein.

24 8. In response to Paragraph 8 of the Complaint, Experian states that it does not have
25 knowledge or information sufficient to form a belief as to the truth of these allegations and, on
26 that basis, denies each and every allegation contained therein.

9. In response to Paragraph 9 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

10. In response to Paragraph 10 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

11. In response to Paragraph 11 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

12. In response to Paragraph 12 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

13. In response to Paragraph 13 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

14. In response to Paragraph 14 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

15. In response to Paragraph 15 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

TRIAL BY JURY

16. In response to Paragraph 16 of the Complaint, Experian admits that Plaintiff has demanded a jury trial. This is a legal conclusion that is not subject to denial or admission.

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CLAIMS FOR RELIEF

17. In response to Paragraph 17 of the Complaint, Experian reasserts and incorporates its responses to Paragraphs 1 through 16 as though fully set forth herein.

18. In response to Paragraph 18 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

19. In response to Paragraph 19 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

20. In response to Paragraph 20 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

21. In response to Paragraph 21 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

22. In response to Paragraph 22 of the Complaint, Experian reasserts and incorporates its responses to Paragraphs 1 through 21 as though fully set forth herein.

23. In response to Paragraph 23 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian, including subparts (a) through (c). As to the allegations that relate to the other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

24. In response to Paragraph 24 of the Complaint, Experian states that it does not have knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies each and every allegation contained therein.

1 25. In response to Paragraph 25 of the Complaint, Experian states that it does not
2 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
3 on that basis, denies each and every allegation contained therein.

4 26. In response to Paragraph 26 of the Complaint, Experian states that it does not
5 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
6 on that basis, denies each and every allegation contained therein.

7 27. In response to Paragraph 27 of the Complaint, Experian denies, generally and
8 specifically, each and every allegation contained therein that relates to Experian, including
9 subparts (a) through (c). As to the allegations that relate to the other defendants, Experian does
10 not have knowledge or information sufficient to form a belief as to the truth of these allegations
11 and, on that basis, denies each and every allegation contained therein.

12 28. In response to Paragraph 28 of the Complaint, Experian states that it does not
13 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
14 on that basis, denies each and every allegation contained therein.

15 29. In response to Paragraph 29 of the Complaint, Experian states that it does not
16 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
17 on that basis, denies each and every allegation contained therein.

18 30. In response to Paragraph 30 of the Complaint, Experian reasserts and incorporates
19 its responses to Paragraphs 1 through 29 as though fully set forth herein.

20 31. In response to Paragraph 31 of the Complaint, Experian states that it does not
21 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
22 on that basis, denies each and every allegation contained therein.

23 32. In response to Paragraph 32 of the Complaint, Experian states that it does not
24 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
25 on that basis, denies each and every allegation contained therein.

26

1 33. In response to Paragraph 33 of the Complaint, Experian states that it does not
2 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
3 on that basis, denies each and every allegation contained therein.

4 34. In response to Paragraph 34 of the Complaint, Experian states that it does not
5 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
6 on that basis, denies each and every allegation contained therein.

7 35. In response to Paragraph 35 of the Complaint, Experian reasserts and incorporates
8 its responses to Paragraphs 1 thorough 34 as though fully set forth herein.

9 36. In response to Paragraph 36 of the Complaint, Experian states that it does not
10 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
11 on that basis, denies each and every allegation contained therein.

12 37. In response to Paragraph 37 of the Complaint, Experian states that it does not
13 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
14 on that basis, denies each and every allegation contained therein.

15 38. In response to Paragraph 38 of the Complaint, Experian states that it does not
16 have knowledge or information sufficient to form a belief as to the truth of these allegations and,
17 on that basis, denies each and every allegation contained therein.

18 **AFFIRMATIVE DEFENSES**

19 **FIRST DEFENSE**

20 **(Failure to State a Claim)**

21 The Complaint herein, and each cause of action thereof, fails to set forth facts sufficient
22 to state a claim upon which relief may be granted against Experian and further fails to state facts
23 sufficient to entitle Plaintiffs to the relief sought, or any other relief whatsoever from Experian.

1 **SECOND DEFENSE**

2 **(Immunity)**

3 Plaintiffs' claims against Experian are barred by the qualified immunity of 15 U.S.C. §
4 1681h(e).

5 **THIRD DEFENSE**

6 **(Truth/Accuracy of Information)**

7 Plaintiffs' claims against Experian are barred because all information Experian
8 communicated to any third person regarding Plaintiffs was true.

9 **FOURTH DEFENSE**

10 **(Indemnification)**

11 Experian is informed and believes and thereon alleges that any purported damages
12 allegedly suffered by Plaintiffs are the result of the acts or omissions of third persons over whom
13 Experian had neither control nor responsibility.

14 **FIFTH DEFENSE**

15 **(Failure to Mitigate Damages)**

16 Plaintiffs have failed to mitigate their damages.

17 **SIXTH DEFENSE**

18 **(Laches)**

19 The Complaint and each claim for relief therein is barred by laches.

20 **SEVENTH DEFENSE**

21 **(Contributory/Comparative Fault)**

22 Experian is informed and believes and thereon alleges that any alleged damages sustained
23 by Plaintiffs were, at least in part, caused by the actions of Plaintiffs and/or third parties and
24 resulted from Plaintiffs' or third parties' own negligence which equaled or exceeded any alleged
25 negligence or wrongdoing by Experian.

EIGHTH DEFENSE

(Estoppel)

Any damages which Plaintiffs may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of Plaintiffs. Therefore, Plaintiffs are estopped and barred from recovery of any damages.

NINTH DEFENSE

(Statute of Limitations)

Experian is informed and believes and thereon alleges that all claims for relief in the Complaint herein are barred by the statute of limitations.

TENTH DEFENSE

(Improper Request for Punitive Damages)

Plaintiffs' Complaint does not allege facts sufficient to rise to the level of conduct required to recover punitive damages, and thus all requests for punitive damages are improper.

ELEVENTH DEFENSE

(Unclean Hands)

The Complaint, and each claim for relief therein that seeks equitable relief, is barred by the doctrine of unclean hands.

TWELFTH DEFENSE

(Independent Intervening Cause)

Experian alleges upon information and belief that if Plaintiffs sustained any of the injuries alleged in the Complaint, there was an intervening, superseding cause and/or causes leading to such alleged injuries and, as such, any action on the part of Experian was not a proximate cause of the alleged injuries.

THIRTEENTH AFFIRMATIVE DEFENSE

(Right to Assert Additional Defenses)

Experian hereby gives notice that it intends to rely on any additional affirmative defenses that become available or apparent through discovery and/or the factual development in this case or otherwise, and thus reserves the right to amend its answer to assert such additional defenses.

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

1. That Plaintiff takes nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;

2. For costs of suit herein incurred; and

3. For such other and further relief as the Court may deem just and proper.

DATED: October 14, 2009.

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Attorneys for Defendant Experian Information
Solutions, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on October 14, 2009, I caused a true and correct copy of the foregoing to be electronically filed with the Clerk of the Court using the CM/ECF system which will send notification to the following participants:

- **George W Akers**
akers@mpba.com,reception@mpba.com
- **Justin M Baxter**
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DATED: October 14, 2009.

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